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TERMS AND CONDITIONS OF PURCHASE

PART I. PROVISIONS WHICH APPLY TO ALL ORDERS

I.1 DELIVERY

- (a) All delivery requirements set forth in this Order are firm. Seller agrees that delays during performance of the Order which would cause delivery to extend beyond the specified delivery (required) date(s), and which are the responsibility of Seller, must be made up by Seller at its expense through the use of whatever means are necessary, including, but not limited to, overtime and additional work shifts. Seller shall notify Buyer in writing within five (5) days of all occurrences or happenings which will result in, or have the possibility of resulting in, a delay or extension beyond the specified delivery (required) schedule.
- (b) Unless otherwise provided in this Order, delivery shall not be made more than forty-five (45) days prior to the required date(s) specified herein. Buyer may return early deliveries at Seller's risk and expense. Seller shall comply with the delivery schedule provided in this Order but shall not, except as otherwise specified in this Order, make material or production commitments without specific written authorization by Buyer nor in advance of such time as Seller reasonably believes necessary to meet delivery schedules.
- (c) Unless otherwise specified in this Order, all items shall be packaged for ease of handling and in such a manner as to assure their protection during shipment and storage. Prices set forth in this Order include all charges for packaging.
 - (1) If the terms of this Order specify F.O.B. place of shipment, Seller must at that place:
 - (i) ship the goods;
 - (ii) bear the expense and risk of putting them into the possession of the carrier; and,
 - (iii) at its risk and expense, load the goods on board.
 - (2) If the terms of this Order specify F.O.B. place of destination, Seller must, at its own expense and risk, transport the goods to that place and then tender delivery of them to Buyer.

I.2 PAYMENTS AND DISCOUNTS

- (a) Except as otherwise provided in this Order, e.g., progress payments, no payment by Buyer shall be due until thirty (30) days after (1) receipt of an acceptable invoice and appropriate evidence that Seller has met all the requirements of this Order, or (2) receipt of the supplies at destination, whichever last occurs. Buyer may, at its discretion, make payments for partial delivery of supplies if so requested by Seller. No payment made by Buyer shall be deemed to indicate final acceptance and any payment made prior to final acceptance shall be returned by Seller at the request of Buyer if the supplies to which the payment relates are rejected.
- (b) If this Order provides a discount for prompt payment, and unless otherwise provided, the discount period shall be calculated from the date an acceptable invoice and supporting evidence (that all Order requirements have been met) are received or the date of receipt at destination of the supplies, whichever last occurs.
- (c) Seller and each assignee under an assignment in effect at the time of final payment agree, as a condition precedent to final payment, that Buyer, Buyer's Customer and the Government, their respective officers, agents and employees, are released from all liabilities, obligations and claims arising under or by virtue of this Order. Seller further agrees that the final invoice shall constitute not less than ten percent (10%) of the total Order price.

I.3 INSPECTION OF SERVICES

- (a) Definitions. "Services", as used in this article, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) Seller shall provide and maintain an inspection system acceptable to Buyer covering the services under this order. Complete records of all inspection work performed by Seller shall be maintained and made available to Buyer during order performance and for as long afterwards as the order requires.
- (c) Buyer has the right to inspect and test all services called for by the order, to the extent practicable at all times and places during the term of the order. Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services do not conform with order requirements, Buyer may require Seller to perform the services again in conformity with order requirements, at no increase in order amount. When the defects in services cannot be corrected by re-performance, Buyer may (1) require Seller to take necessary action to ensure that future performance conforms to order requirements and (2) reduce the order price to reflect the reduced value of the services performed.
- (e) If Seller fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with order requirements, Buyer may (1) by order or otherwise replace or correct such services and equitably reduce the total order price or (2) terminate the order for default.
- (f) Neither the failure of Buyer to exercise the right of inspection nor the failure to discover defective workmanship or material during such inspection will release Seller of its obligation to provide material and workmanship strictly in accordance with the contract.

I.4 WARRANTY OF SERVICES

- (a) Definitions. "Acceptance", as used in this article, means the act of an authorized representative of Buyer by which Buyer assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the order. "Correction", as used in this article, means the elimination of a defect.
- (b) Notwithstanding inspection and acceptance by Buyer or any provision concerning the conclusiveness thereof, Seller warrants that all services performed under this order will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this order. Buyer shall give written notice of any defect or nonconformance to Seller within one (1) year from the date of acceptance by Buyer. This notice shall state either (1) that Seller shall correct or re-perform any defective or nonconforming services, or (2) that Buyer does not require correction or re-performance.
- (c) If Seller is required to correct or re-perform, it shall be at no cost to Buyer, and any services corrected or re-performed by Seller shall be subject to this article to the same extent as work initially performed. If Seller fails or refuses to correct or re-perform, Buyer may, by order or otherwise, correct or replace with similar services and charge to Seller the cost occasioned to Buyer thereby, or make an equitable adjustment in the order price.
- (d) If Buyer does not require correction or re-performance, Buyer shall make an equitable adjustment in the order price.

I.5 INSPECTION OF SUPPLIES

- (a) All work (which term throughout this clause includes, without limitation, raw materials, procedures and processes, components, intermediate assemblies, and end products or services) shall be subject to inspection and/or test by Buyer, Buyer's customer or the Government, or their authorized representative(s), to the extent practicable at all times and places, including the period of manufacture and in any event prior to acceptance. All inspections and/or tests by Buyer, Buyer's Customer, or the Government shall be performed in such a manner as to not unduly delay the work.
- (b) Inspection and test requirements specifically required by this Order are for the convenience of Buyer, Buyer's Customer or the Government. Inspection and/or test of any work by Buyer, Buyer's Customer or the Government or approval of designs, drawings, samples, test results, procedures, processes or schedules by Buyer, Buyer's Customer or the Government does not relieve Seller from any responsibility to meet all requirements of this Order.
- (c) Except as otherwise provided in this Order, acceptance or rejection of the work shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject work shall neither relieve Seller from responsibility for such items as are not in accordance with Order requirements nor impose liability upon Buyer. Therefore, any inspection and/or test by Buyer, Buyer's Customer, or the Government of any work, or lots thereof, does not relieve Seller from any responsibility regarding defects or other failures to meet the requirements of this Order which may be discovered prior to acceptance. Except as otherwise provided in this Order, acceptance shall be conclusive except as regards latent defects, fraud or such gross mistakes as amount to fraud.
- (d) Seller is responsible for and shall, upon Buyer's request, furnish evidence of compliance with all requirements of this Order. Seller shall provide and maintain, and require all of its lower-tier subcontractors to provide and maintain, an inspection and quality control system acceptable to Buyer. Records of all inspections and/or tests by Seller, and its lower-tier subcontractors, shall be kept complete and available to Buyer during the performance of this Order and for a longer period as may be specified elsewhere in this Order.
- (e) If any inspection and/or test is made by Buyer, Buyer's customer or the Government on the premises of Seller or a lower-tier subcontractor, Seller, without additional charge to Buyer, shall provide a safe place to work and reasonable facilities and assistance for the convenience of Buyer, Buyer's Customer or the Government, or their representative(s), in the performance of their duties. Buyer reserves the right to charge to Seller any additional costs incurred by Buyer, Buyer's Customer or the Government when work is not ready at the time such inspection and/or test is requested by Seller or when re-inspection and/or retest is necessitated by a prior rejection. If inspection and/or test is made by Buyer, Buyer's Customer or the Government at a location other than the premises of Seller, or of a lower-tier subcontractor, and unless otherwise provided in this Order, it shall be at the expense of Buyer, provided that, in case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection and/or test.
- (f) In case any work is defective in material or workmanship or otherwise not in conformity with the requirements of this Order, Buyer shall have the right either to reject it (with or without instructions as to its disposition) or to require correction. Work which has been rejected or required to be corrected shall be removed, or, if permitted or required by Buyer, corrected in place by and at the expense of Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Seller fails to remove such work which is required to be removed, or promptly to replace or correct such work as specified by Buyer, Buyer may either: (i) by contract or otherwise replace or correct such work and charge to Seller the cost occasioned Buyer thereby; or (ii) terminate this order for default as provided in the article entitled "Default and Termination". Unless Seller corrects or replaces such work within the delivery schedule, Buyer may require the delivery of such work at a reduction in price.

I.6 WARRANTY OF SUPPLIES

- (a) In addition to its obligations under other provisions of this Order, including those concerning inspection and acceptance, Seller warrants material and workmanship and that the work furnished under this Order will be performed in accordance with Order requirements. If Seller is responsible for design, Seller further warrants that the work will meet all design requirements set forth in this Order. The term of this warranty is for a period of four (4) years after delivery or, in the case of standard commercial articles, one (1) year after delivery.
- (b) Buyer shall give Seller notice of any defect or lack of conformity with Order requirements within a reasonable time after discovery. Seller shall promptly thereafter, without additional cost to Buyer, either (i) correct or replace such defective or non-conforming item, or component thereof, and correct or replace all appropriate drawings, procedures and manuals or (ii) if Buyer does not require correction or replacement of the defective or non-conforming item or component thereof, Seller, within a reasonable time after the notice, shall repay such portion of the Order price of the item as is equitable under the circumstances.
- (c) Buyer has the right to require Seller to correct in place any defective or non-conforming item, or component thereof, delivered under this Order or to return such item or component to Seller for correction in which case Seller shall be responsible for packing and packaging charges and shipping cost, to and from Seller's plant, for the item or component returned for correction. In exercising this right, Buyer will notify Seller which alternative it proposes to take. In this connection, Buyer will be reasonable in making its election in terms of its and the Government's time requirements, the relative economics of each course and the particular circumstances at the time of election, giving due regard to any reasonable requests of Seller. In the event that Seller is required to correct in place, Buyer shall not be responsible for removal or reinstallation of the items or structural parts not furnished by Seller under this Order. If Buyer elects to return such item or component to Seller, it shall be without cost to the Buyer, including but not limited to, the costs of removal, transportation and reinstallation of the new item or component. In addition, Seller, at its own expense and without cost to the Buyer, shall repair or replace other items of the work which may have been damaged by such defects or the repairing of the same.
- (d) Unless otherwise agreed, correction or replacement of defective or non-conforming items, or components thereof, shall be performed subject to and in accordance with the provisions of this Order. The corrected or replaced item, items or components thereof shall be subject to the same warranty as provided for in paragraph A. The original warranty for other than the corrected or replaced item, items or components thereof shall continue until the expiration of the period prescribed in paragraph A. plus a period equal to the time elapsed between the discovery of the defect and correction or replacement of the defective item, items or components thereof.
- (e) If Seller fails to proceed with reasonable promptness to make any correction or replacement in accordance with the provisions of this article, Buyer reserves the right to cause such correction or replacement to be made, and Seller agrees to reimburse Buyer for the costs occasioned Buyer thereby.
- (f) Approval of designs, drawings, samples, test results, procedures, processes or schedules by Buyer shall not in any way limit or diminish Seller's warranties hereunder or Seller's duty to perform the work or furnish the goods in strict accordance with the requirements of this Order and the specifications and other documents referenced herein or otherwise applicable hereto.

I.7 DEFINITIONS

Unless otherwise indicated, the following definitions shall apply to all provisions of this Contract including all clauses incorporated into this Order by reference:

- (a) The term "Head of Agency" means the Secretary, Deputy Secretary or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
- (b) "Buyer's Contracting Representative" (BCR) means certain authorized representatives of Buyer, acting within the limits of their authority as delegated by Buyer, as identified in Clause I.6. The term "Contracting Officer" is synonymous with "Buyer's Contracting Representative". The BCR may, from time to time or in response to specific technical issues, designate an individual to act as "Buyer's Technical Representative" (BTR). In that case, the BTR shall provide technical assistance and direction as provided in Clause I.15.
- (c) Except as otherwise provided in this Order, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Order.
- (d) The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.
- (e) "Seller" means the legal entity who has agreed, by execution of this Order, to provide the goods or services called for by this Order in accordance with its terms. The term "this Contractor" is synonymous with "Seller."
- (f) "Buyer" means CH2M Hill Mound, Inc.
- (g) "Order" means the contract document in which, and by acknowledgment of which, Seller agrees to provide, for the consideration stated therein, goods and/or services in accordance with the requirements contained or referenced therein. The terms "purchase order", "contract", or "subcontract" shall be synonymous with the term "Order."
- (h) "Change Notice" means a unilateral direction by Buyer to Seller to proceed with the work as changed and to report the effect on the Order pursuant to the provisions of the changes article.
- (i) "Change Order" means the contract document which, when acknowledged by Seller, modifies the requirements of the Order and establishes the agreement of Seller to provide goods and services in accordance with the requirements of, and for the consideration stated in, the Order as modified by the provisions of the acknowledged Change Order. The term "amendment" is synonymous with the term "change order".
- (j) "Lower-tier subcontractor" means a supplier or subcontractor, including any supporting lower-tier supplier or subcontractor, who has a subcontract or order from Seller or any lower-tier subcontractor.

I.8 CONTRACT ADMINISTRATION

Buyer's Contracting Representative (BCR) shall be the focal point of contact under this Order for all matters.

I.9 APPROVALS

The approval by Buyer of designs, work drawings, specifications, reports or any other data submitted by Seller hereunder, regardless of whether or not submittal is specifically required by the Order, shall be construed merely as indicating that at the time of the Approval, the Buyer was not aware of a substantive reason to object to the data, and shall not affect or relieve Seller from the responsibility to furnish and complete the work required under this Order in full conformance with the requirements of this Order. Further, the approval by Buyer of designs, work drawings, specifications, reports or any other data submitted by Seller hereunder does not release Seller of liability if corrections, modifications, or replacement is required in the future by the Buyer.

I.10 PUBLIC RELEASE OF INFORMATION

Information, data, photographs, sketches, advertising, announcements, denials, confirmations or items of a similar nature relating to this Order, or the work required under this Order, which Seller desires to release or publish shall be submitted to Buyer for approval prior to release. As part of the approval request, Seller shall identify the specific media to be used as well as other, pertinent details of the proposed release. All releases by Seller must have the prior approval of Buyer which shall not be unreasonably withheld. Seller shall include all provisions of this Clause, including this sentence, in all subcontracts or purchase orders under this Order.

I.11 GENERAL

- (a) The terms and conditions of this Order, including those incorporated by reference, apply notwithstanding any different or additional terms and conditions which may have been or may be submitted or proposed by Seller, and Buyer hereby objects to and shall not be bound by any such additional or different terms and conditions.
- (b) This Order shall be deemed to include related plans, drawings, specifications, and other documents as to the subject matter of this Order. Seller agrees that recourse may not be had to alleged prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Order.
- (c) The failure of Buyer to enforce, at any time, any of the provisions of this Order or to require, at any time, performance by Seller of any of the provisions of this Order shall in no way be construed to be a waiver of such provision; shall not, in any way, affect the validity of this Order or any parts thereof; and shall not affect the right of Buyer thereafter to enforce each and every provision of this Order.
- (d) The headings used in this Order are not to be construed as modifying, limiting, or expanding in any way the scope or intent of the provisions of this Order.
- (e) Seller shall perform all work under this Order as an independent contractor. If any part of the work is subcontracted, Seller is responsible for having the subcontracted work completed in a manner which complies with the requirements of this Order. No act or order of Buyer shall be deemed to be an exercise of supervision or control of/over Seller's performance, or that of Seller's subcontractors, hereunder. No provision of this Order and no action taken by Buyer under this Order shall be construed to make or constitute Buyer the employer or joint employer of any of the employees of Seller or of Seller's subcontractors.

I.12 ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- (a) The schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Special Conditions
- (d) Terms and Conditions
- (e) Other documents, exhibits, and attachments.
- (f) The specifications.

(g) The drawings

I.13 GOVERNING LAW

- (a) This Order shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. In the event that either party hereto must resort to litigation to enforce a right or remedy conferred by law, at equity or the provisions of this Order, the parties agree that any actions shall be brought in a Federal District Court in the State of Ohio if the jurisdictional requirements for that Court can be met. In any event, the parties agree that any litigation that cannot be maintained in Federal District Court shall be brought in the appropriate State Court of the State of Ohio.
- (b) In significant part, the terms of this Order are based upon the terms of the prime contract. To the extent not otherwise provided for herein, it is the general intent of the parties that the words, phrases and terms herein be given the same interpretation established by the Federal Acquisition Regulations, if any, relating to the prime contract as to such words, phrases and terms.
- (c) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution or litigation process. However, in the event that any party to such dispute resolution or litigation process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy, then at the option of the Buyer, other discovery shall be permitted and , if thus permitted at all, shall be opened to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.

I.14 MODIFICATION AUTHORITY

Notwithstanding any of the provisions of this Order, Buyer's Contracting Representative shall be the only individual authorized to:

- (a) Accept nonconforming work;
- (b) Waive any requirement of this Order;
- (c) Modify any term or condition of this Order; or
- (d) Modify or change the price of this Order.

I.15 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The Seller, at its sole cost and responsibility, shall obtain and maintain in force the following kinds and minimum amounts of insurance that are required **when any work under this Order is conducted on property/premises owned by the Government**:

- (a) Worker's Compensation and Employer's Liability Insurance:
 - (1) The amount required by the State of Ohio under applicable Worker's Compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this Order. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) The policy or policies evidencing the above insurance shall be endorsed to name Buyer and Buyer's parent as additional insureds, and a certificate or certificates thereof, shall be provided to Buyer before the commencement of any work by Seller's employees, agents, subcontractors, or representatives on the Mound site. Each policy shall provide that the policy(ies) shall not be canceled, or modified to reduce the coverage or risks insured, without at least thirty (30) days notice to both Buyer and Seller.
- (f) Seller agrees to comply with and to require its subcontractors to comply with all applicable laws, rules and regulations with respect to state industrial insurance or workers' compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal, state and/or local income taxes. Seller further agrees to indemnify Buyer and the Government against, and to save and hold harmless Buyer and the Government from, any and all liability and expense with respect to claims against Buyer or the Government which may result from the failure or alleged failure of Seller or of any of its subcontractors to comply therewith.
- (g) The Seller hereby agrees to release the Buyer and the Government, including their respective affiliates, directors, officers, employees, and representatives, and shall cause Seller's Insurers to waive their rights of subrogation such released parties, for losses or claims for bodily injury, property damage or other insured claims arising out of Seller's or any of its subcontractor's performance under this contract.
- (h) The foregoing insurance coverage's shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by the Buyer or the Government.
- (i) Seller shall include this clause, I.13, Insurance – Work on a Government Installation, including this paragraph (i), in all subcontracts under this Order.

I.16 CONFIDENTIALITY OF INFORMATION

- (a) **To the extent that the work under this Order requires that Seller be given access to confidential or proprietary business, technical, or financial information belonging to the Government, Buyer or other companies**, Seller shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Buyer's Contracting Representative in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by Seller, is in the public domain;
 - (2) Information which is published after receipt thereof by Seller or otherwise becomes part of the public domain through no fault of Seller;
 - (3) Information which Seller can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government, Buyer or other companies;
 - (4) Information which Seller can demonstrate was received by it from a third party who did not require Seller to hold it in confidence.
- (b) Seller shall obtain the written agreement, in a form satisfactory to Buyer's Contracting Representative, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within Seller's organization directly concerned with the performance of this Order.

- (c) Seller agrees, if requested by the Buyer, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to Seller under this Order, and to supply a copy of such agreement to Buyer's Contracting Representative. From time to time upon request of Buyer's Contracting Representative, Seller shall supply the Buyer with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which Seller received such information.
- (d) Seller agrees that upon request by Buyer and/or DOE it will execute a DOE approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by Buyer and/or DOE, such an agreement shall also be signed by Seller personnel.
- (e) Seller shall include clause I.14, Confidentiality of Information, including this paragraph (e), in all subcontracts under this order.

I.17 TECHNICAL DIRECTION

- (a) Performance of the work under this Order may be subject to the technical direction of the Buyer's Technical Representative (BTR) who, if there is one, shall be identified in writing by the BCR. The term "technical direction" is defined to include:
 - (1) Directions to Seller which redirect this Order effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish this contractual Statement of Work.
 - (2) Provision of written information to Seller which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by this Order, approval of technical reports, drawings, specifications and technical information to be delivered by Seller to the Buyer under this Order.
- (b) Technical direction must be within the scope of work stated in this Order. The BTR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in this Order clause entitled "Changes";
 - (3) Causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of this Order; or
 - (5) Interferes with Seller's right to perform the terms and conditions of this Order.
- (c) All technical directions shall be issued in writing by the BTR.
- (d) Seller shall proceed promptly with the performance of technical directions duly issued by the BTR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of Seller, any instruction or direction by the BTR falls within one of the categories defined in (b)(1) through (5) above, Seller shall not proceed but shall notify the BCR in writing within five (5) working days after receipt of any such instruction or direction and shall request Buyer's Contracting Representative to modify this Contract accordingly. Seller's notification shall identify those categories of work outside the Order scope and the impact to cost and/or schedule to implement the BTR directions. Upon receiving the notification from Seller, the BCR shall:

- (1) Advise Seller in writing within thirty (30) days after receipt of Seller's letter that the technical direction is within the scope of this Order effort and does not constitute a change under the "Changes" clause of this Order;
 - (2) Advise Seller in writing within thirty (30) working days after receipt of Seller's letter not to perform under the direction and to cancel the direction;
 - (3) Advise Seller in writing within a reasonable time after receipt of Seller's letter that Buyer will issue a written change order.
- (e) Failure of the Seller and the Buyer's Contracting Representative to agree that the technical direction is within the scope of the purchase order, or failure to agree upon the action to be taken under the purchase order with respect hereto shall be subject to the Buyer Disputes Clause.

I.18 SELLER EMPLOYEES

- (a) In carrying out the work under this Purchase Order, Seller shall be responsible for selecting all professional, technical, skilled and unskilled personnel engaged and to be engaged by Seller in the work hereunder, and for the training of personnel.
- (b) The Buyer's Contracting Representative shall direct the Seller to remove, and the Seller shall remove, any employee of the Seller from assignment of performance of any services under this purchase order for reasons of security or misconduct or for any reason, except for improper reason, within the discretion of Buyer's Contracting Representative.
- (c) When the reason for the removal request is due solely to security or misconduct on the part of the Seller's employee, replacement shall be at the Seller's expense and not chargeable to the Buyer.
- (d) Persons employed by Seller shall be and remain employees of Seller, and shall not be deemed employees of the Department of Energy, the Government, or Buyer. Nothing herein shall require the establishment of any employer-employee relationship between Seller and consultants or others whose services are utilized by Seller for work hereunder.
- (e) All payroll related taxes including, but not limited to, federal, state, and local taxes are the sole and exclusive responsibility of the subcontractor.

I.19 LAWS, REGULATIONS, AND DIRECTIVES

- (a) In performing work under this Order, Seller shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by Buyer's Contracting Representative. Omission of any applicable law or regulation from this Order does not affect the obligation of Seller to comply with such law or regulation pursuant to this paragraph.

- (b) In performing work under this Order, Seller shall comply with the requirements of those DOE directives, or parts thereof, hereinafter sometimes referred to as "documents" or "lists," applicable to the work required by this Order. Except as otherwise provided for in paragraph (c) below, Buyer's Contracting Representative may, from time to time and at any time, revise these applicable documents to add, modify, or delete specific requirements. Prior to any revision, Buyer's Contracting Representative shall notify Seller in writing of Buyer's intent and provide Seller with the opportunity to assess the effect of Seller's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and other terms and conditions of this Order. Within thirty (30) days after receipt of notice from Buyer's Contracting Representative Seller shall advise in writing of the potential impact of Seller's compliance with the revised list. Base on the information provided by Seller and any other information available, Buyer's Contracting Representative shall decide whether to revise the list of applicable documents and so advise Seller no later than thirty (30) days prior to the effective date of the revision. Seller and Buyer's Contracting Representative shall identify and, if appropriate, agree to any changes to other terms and conditions of this Order, including cost and schedule, associated with the revision pursuant to the "Changes" clause of this Order.
- (c) Environmental, Safety, and Health (ES&H) requirements appropriate for work conducted under this Order may be determined by a DOE and/or Buyer approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls (see Clause I.19 of this Order). When such a process is used, the set of tailored ES&H requirements shall be incorporated into this Order and shall supersede, in whole or in part, the ES&H requirements previously applicable to the Order. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, Seller shall request an exemption or other appropriate regulatory relief.
- (d) Seller is responsible for compliance with the requirements made applicable to this Order, regardless of the performer of the work. Seller is responsible for flowing down the necessary provisions to subcontractors at any tier to which Seller or Buyer determines such requirements apply.

I.20 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

Documents originated by Seller or furnished by the Government or Buyer to Seller in connection with this Order may contain unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. Seller shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives.

I.21 970.5204-26 NUCLEAR SAFETY (APR 1984)

- (a) The activities under this Order include the operation of nuclear facilities. Seller recognizes that such operation involves the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, Seller will exercise a degree of care commensurate with the risk involved.
- (b) Seller shall comply with all applicable regulations of DOE concerning nuclear safety and with those requirements (including reporting requirements and instructions) of DOE concerning nuclear safety of which it is notified in writing by Buyer's Contracting Representative.

I.22 NUCLEAR HAZARDS INDEMNITY

Buyer's contract with the Department of Energy/the Government contains the provision set forth at DEAR 952.250-70 and titled "Nuclear Hazards Indemnity Agreement (June 1996)". Buyer will provide a copy of this provision upon the request of Seller directed in writing to Buyer's Contracting Representative.

I.23 ACKNOWLEDGMENT OF ORDER AND CONTRACT RIGHTS

- (a) This Order is Buyer's offer and shall become an Order only when accepted either by Seller's signed acknowledgment or Seller's commencement of performance. The terms set forth in this Order constitute the entire agreement of the parties and supersede all previous verbal or written representations, excepting only the written representations of Seller provided on/by Form CH2M HILL MOUND (R&C), agreements and conditions.
- (b) No modification of this Order shall be binding unless made in writing pursuant to the Changes article applicable to the Order. Verbal or written communications (including acknowledgments) which vary from or add to any terms of this Order, its Amendments or Change Orders, or applicable plans or specifications will not be binding unless accepted and authorized by the BCR in writing.
- (c) The remedies reserved to Buyer in this Order shall be cumulative and additional to any other remedies provided in law or equity.

I.24 TAXES

Unless otherwise expressly stated on the face of this Order, the price stated herein includes all applicable federal, state and local taxes in effect on the date of this Order, but does not include any state or local sales, use, or any other tax directly applicable to the completed supplies or services covered by this Order from which Seller or this transaction is exempt.

I.25 LIENS

Seller agrees to deliver to Buyer the articles covered by this Order free and clear of all liens, claims and encumbrances.

I.26 FURNISHED INFORMATION

- (a) Plans, drawings, specifications, designs, photographs and any other engineering and/or manufacturing information furnished by Buyer shall remain Buyer or Government property, as the case may be, shall be reproduced only as authorized in writing by Buyer, shall be used only for performance of the work under this Order, and shall be returned to Buyer upon request, which request may be made during such performance or at termination or completion of the Order. Seller shall thereafter make no further use of any information derived therefrom without the prior written consent of Buyer or the Government.
- (b) Buyer makes no warranty or representation with regard to the completeness or the accuracy of Buyer furnished plans, drawings, specifications, designs, photographs or any other engineering and/or manufacturing information. If any conflicts or inconsistencies between or within the provisions of any Buyer furnished plans, drawings, specifications, designs, photographs or any other engineering and/or manufacturing information appear or are discovered by Seller, Seller will promptly bring such to the attention of Buyer and, if it does not do so, Seller shall proceed at its own risk.
- (c) Seller shall include the provisions of paragraph (a) above in all subcontracts under this Order.

I.27 TITLE

Title to all material and supplies purchased under this Order shall vest in the Government or Buyer.

I.28 PRIORITIES, ALLOCATIONS AND ALLOTMENTS

Seller shall comply with the provisions of the Defense Priorities and Allocation System regulation, 15 CFR Part 700, in obtaining controlled materials and other products and materials needed to fill this Order.

I.29 ASSIGNMENT

- (a) Neither this Order nor any interest therein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by Buyer.
- (b) This order or any and all rights thereunder may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given Seller.

I.30 SET-OFF

Buyer, at its discretion, may set-off payments due Seller under this Order against payments due Buyer under any contract between Buyer and Seller.

I.31 PERMITS AND LICENSES

Except as otherwise directed by Buyer, Seller shall procure at no additional cost to Buyer all necessary permits or licenses, and shall abide by all applicable laws, regulations, and ordinances of the United States, and of the state, territory and political subdivision in which the work under this Order is performed. Seller agrees to insert the substance of this Article, including this sentence, in all lower-tier subcontracts.

I.32 RESIDUAL MATERIAL

- (a) Title to any and all materials not consumed or which remain residual to the requirements of this Order, excluding scrap, the full cost of which material is charged to this Order, is hereby vested in the Government and/or Buyer.
- (b) Upon completion of this Order, or at an earlier date as may be requested by Buyer, Seller shall submit, in a form acceptable to Buyer, an inventory of all residual material. Disposition instructions shall be supplied by Buyer as expeditiously as possible after completion of the Order and/or after receipt by Buyer of the appropriate inventory.

I.33 SUBCONTRACTING

Unless otherwise provided in these Terms and Conditions of Purchase or in the body of the Order, Seller will not subcontract any work under this Order, nor permit lower-tier subcontracting of any work on any item to be supplied under this Order, without the prior written consent of Buyer. This article is not considered applicable to the procurement of raw material/supplies into the Seller's general inventory stores.

I.34 DISPUTES *(Not applicable to Construction and/or D&D Work)*

- (a) Pending the final resolution of any dispute involving this Order, Seller agrees to proceed with performance of this Order, including the delivery of all goods or services under the Order, in accordance with Buyer's written instructions.
- (b) Seller shall submit to Buyer a written demand for Buyer's final decision regarding the disposition of any dispute between the parties relating to this Order unless Buyer, on its own initiative, has already rendered such a final decision. Any final decision by Buyer shall be expressly identified as such, shall be in writing, and shall be signed by Buyer, except that Buyer's failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contentions.
- (c) Buyer's final decision shall be conclusive and binding regarding the dispute unless the Parties agree to arbitration of the dispute or Seller commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

I.35 PRICE-ANDERSON AMENDMENT ACT

- (a) The Department of Energy has promulgated Procedural Rules (10 CFR 820), Quality Assurance Rules (10 CFR 830.120) and Occupational Radiation Protection Rules (10 CFR 835) in implementation of the Price-Anderson Amendment Act (PAAA) of 1988, Pub. L. 100-408 dated August 20, 1988. These rules govern the conduct of persons involved in DOE nuclear activities and, in particular, are designed to achieve compliance with DOE nuclear-safety requirements. Violation of the applicable rules provide a basis for the assessment of civil and criminal penalties under the PAAA.
- (b) Seller is subject to and shall comply with the requirements of the above rules if the performance of work under this Order involves activities or operations for the Miamisburg Closure Project covered by the Nuclear Hazards Indemnity provision of this Order.

- (c) Seller shall indemnify and hold Buyer harmless for any civil penalties levied against Buyer for any violations of applicable DOE nuclear-safety rules, regulations or orders committed by Seller or Seller's lower-tier subcontractors and suppliers.

I.36 SUSPECT/COUNTERFEIT PARTS

Suspect and/or counterfeit parts are not permitted at the Miamisburg Closure Project site.

- (a) The Seller shall assure that suspect or counterfeit materials are not provided as an item or part of any item for delivery under this contract. Information in DOE G 440.1-6, Section 4.1, shall be used to minimize the possibility of procuring suspect/counterfeit parts or items. Included with the meaning of suspect/counterfeit materials, are such practices as:
 - 1) Providing re-manufactured, rebuilt, surplus or used materials represented as new.
 - 2) Providing modified, falsified or counterfeit testing laboratory labels or reports.
 - 3) Providing misrepresented materials
 - 4) Providing materials which are fraudulently labeled or marked with another manufacturer's trademark or name.
- (b) Items containing suspect/counterfeit materials will not be accepted by the Buyer. Any Seller supplying counterfeit materials or involved in the above practices shall be subject to the liabilities and penalties for non-conforming supplies such as but not limited to Public Law 101-592 "Fastener Quality Act" November 16, 1990.
- (c) The Buyer reserves the right to require the Seller to certify and/or furnish proof regarding the origin, quality, authenticity, and application for the use of materials supplied by the Seller under this contract. Any materials furnished as part and which have been previously found by the Buyer, and/or the U.S. Department of Energy as suspect shall be deemed, without more proof, to be subject to the above requirement of further proof or certification. The Buyer is also required to report any suspect/counterfeit material violations to the U.S. Department of Energy.
- (d) This provision shall be included in all subcontracts placed by the Seller.
- (e) Attachments 1-5 are incorporated in the terms and conditions of this agreement by reference and are not exhaustive examples.
 - (1) Common characteristics of misrepresented vendor products.
 - (2) DOE's suspect bolt head marking chart
 - (3) Indicators of refurbished breakers
 - (4) Suspect and/or counterfeit flange markings
 - (5) Characteristics of suspect and/or counterfeit valves.
- (f) As may be noted elsewhere in the contract, items provided by Seller for safety applications in nuclear facilities/activities shall be in conformance with DOE G 414.1-2, Section 4.7.

I.37 INDEMNITY

Notwithstanding anything to the contrary herein, Seller agrees to defend, indemnify and hold harmless the Buyer, its parents, affiliates, subsidiaries, and their officers, directors, employees, agents and the Government from and Against:

- (a) Any claim, demand, cause of action, liability, loss or expense arising from Seller's actual or asserted failure to comply with any provision of this contract;
- (b) Any claim, demand, cause of action, liability, loss or expense arising from Seller's actual or asserted failure to comply with any law, ordinance, regulation, rule or order of any government body (including but not limited to, the actual or asserted failure to pay taxes) including such failures by Sellers subcontractors or suppliers;
- (c) Any claim, demand, cause of action, liability, loss or expense (including, but not limited to, damages relating to any environmental contamination [such as damages arising under CERCLA, RCRA, CWA, the CAA or any other environmental statute or regulation] or private nuisance), arising directly or indirectly out of goods or services provided under this contract, including the acts or omissions of Sellers subcontractors or suppliers.
- (d) Any claim, demand, cause of action, liability, loss or expense arising from Seller's computer software, hardware or systems incorporated in Seller's work, to adequately process data which contains or references dates later than December 31, 1999.
- (e) If any portion or portions of these clause are deemed unenforceable by a court of competent jurisdiction, then any remaining portions shall remain in full force and effect.

I.38 STOP WORK - AS IT APPLIES TO SAFETY

In the event the Seller fails to comply with the Buyer's or the Seller's safety and/or environmental requirements or applicable safety and environmental laws or regulations, CH2M HILL MOUND may, without prejudice to any of its other legal or contractual rights, issue an order stopping all or any part of the activities being performed by the Seller or Sellers' Lower-tier Subcontractors. Sellers shall not resume services without CH2M HILL MOUND's prior written direction. The Seller shall, at its sole expense, bear the cost for restoration, repair and/or cleanup caused by Seller's actions, and/or non-compliance with the requirements, laws, or regulations. The Seller shall have no right or claim for any extension of time, any additional compensation or any damages by reason of or arising out of any such work stoppage.

I.39 STOP WORK AND SHUTDOWN AUTHORIZATION

- (a) All contractor, Department of Energy (DOE), and Seller employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the Buyer when work is stopped pursuant to this paragraph.
- (b) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (c) A negative impact on the environment, safety or health of the site, the site workers, or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (d) As stated in Section I.42, 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution," and in I.38, "Stop Work - As It Applies to Safety," the Buyer may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
- (e) This clause flows down to all subcontractors at all tiers, in all subcontracts containing the 970.5223-1, "Integration of Environment, Safety, and Health into Work Planning and Execution" clause.

I.40 HOLD HARMLESS

The provisions of this hold harmless clause shall be in addition to any other remedies to which Buyer may be entitled under this Order or at law. The Seller agrees to indemnify and hold Buyer harmless from any expense, liability, fine or penalty, or damage of any kind Buyer incurs as the result of any of the Seller's or its subcontractors':

1. providing to Buyer any false, misleading or improper certification or information;
2. failure to submit timely certified accurate, complete and current cost or pricing data;
3. failure to submit timely certified data of any description that is accurate, complete and current;
4. failure to comply with the FAR's requirements relating to cost accounting standards and practices; or
5. failure to provide information or assurances reasonably required by Buyer to certify a claim to the Government.

I.41 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

I.42 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Part incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, Buyer's Contracting Representative will make their full text available. In addition to the definitions provided in Clause I.5, the term "Government" as used in any of the following clauses shall mean "Buyer" unless the context clearly and unambiguously requires that the term mean "the United States Government."

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

(a) Applicable When Work Will be Performed on a DOE Site.

NUMBER	DATE	TITLE
952.223-75 DEAR	APR 1984	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS
952.203-70 DEAR	DEC 2000	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES
970.5223-1 DEAR	DEC 2000	INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (If work is complex or hazardous)

(b) Applicable When Work Involves Access to Classified Information, Special Nuclear Material or Authorized Unrestricted Access to Areas Containing These.

NUMBER	DATE	TITLE
DEAR 952.204-2	SEPT 1997	SECURITY (The Seller is defined as a non-possessing facility for classified materials as it rates to the Purchase Order)
DEAR 952.204-74	APR 1984	FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR
DEAR 952.204-74	SEPT 1997	CLASSIFICATION/DECLASSIFICATION
DEAR 952.204-71	APR 1994	SENSITIVE FOREIGN NATIONALS CONTROL

(c) Applicable to Orders at all dollar levels.

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.211-5	AUG 2000	MATERIAL REQUIREMENTS

52.215-17	DEC 1998	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-8	OCT 2000	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALTERNATE I (JUL 1995)
52.223-5	APR 1998	POLLUTION PREVENTION RIGHT TO KNOW INFORMATION
52.223-7	JAN 1997	NOTICE OF RADIOACTIVE MATERIALS
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-11	MAY 2001	OZONE DEPLETING SUBSTANCES
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUL 2000	RESTRICTION ON CERTAIN FOREIGN PURCHASES
52.227-14	JUN 1987	RIGHTS IN DATE - GENERAL
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-72	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION
52.242.1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-15	AUG 1989	STOP-WORK ORDER
52.244-2	AUG 1998	SUBCONTRACTS
52.244-6	MAY 2000	CONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
952.208-70 DEAR	APR 1984	PRINTING
952.244-70 DEAR	APR 1994	PAPERWORK REDUCTION ACT
970.5227-4 DEAR	DEC 2000	AUTHORIZATION AND CONSENT
970.5232-3 DEAR	DEC 2000	ACCOUNTS, RECORDS AND INSPECTION

(d) Applicable to Orders with a value in excess of \$2,500.

NUMBER	DATE	TITLE
52.222-3	AUG 1996	CONVICT LABOR
52.222-36	APR 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965

(e) Applicable to Orders with a value in excess of \$10,000.

NUMBER	DATE	TITLE
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52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS VIETNAM ERA VETERANS, AND OTHER ELIGIBLE VETERANS
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

(f) Applicable to Orders with a value in excess of \$25,000.

NUMBER	DATE	TITLE
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S RIGHTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT

(g) Applicable to Orders with a value in excess of \$100,000.

NUMBER	DATE	TITLE
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.223-6	MAR 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.232-17	JUN 1996	INTEREST
52.242-13	JUL 1995	BANKRUPTCY
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-63	JAN 1997	PREFERENCE FOR US FLAG AIR CARRIERS
52.247-64	JUN 2000	PREFERENCE FOR PRIVATELY OWNED US FLAG COMMERCIAL VESSELS
952.209-72 DEAR	JUN 1997	ORGANIZATIONAL CONFLICTS OF INTEREST AND ALTERNATE I (JUNE 1997) (to the extent this order requires the performance of (i) evaluation services or activities or (ii) technical consulting and management support services)
970.5227-5 DEAR	DEC 2000	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
970.5227-6 DEAR	DEC 2000	PATENT IDEMNITY SUBCONTRACTS
970.5227-7 DEAR	DEC 2000	ROYALTY INFORMATION
970.5227-8 DEAR	DEC 2000	REFUND OF ROYALTIES

(h) Applicable to Orders with a value in excess of \$500,000.

NUMBER	DATE	TITLE
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS Alternate III
52.219-9	JAN 2002	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (OCY 2001)
52.219-10	OCT 2001	INCENTIVE SUBCONTRACTING PROGRAM
52.219-16	JAN 1999	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
952.226-74 DEAR	JUN 1997	DISPLACED EMPLOYEE HIRING PREFERENCES
970.5226-2 DEAR	DEC 2000	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993

PART II. PROVISIONS APPLICABLE TO FIXED-PRICE PURCHASES

II.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, Buyer's Contracting Representative will make their full text available. In addition to the definitions provided in Clause I.7, the term "Government" as used in any of the following clauses shall mean "Buyer" unless the context clearly and unambiguously requires that the term mean "the United States Government."

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

(a) Applicable to Orders at all dollar levels.

NUMBER	DATE	TITLE
52.243-1	AUG 1987	CHANGES - FIXED PRICE
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.249-1	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)

52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE - SERVICES, SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)

(b) Applicable to Orders with a value in excess of \$10,000.

NUMBER	DATE	TITLE
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACT ACT

(c) Applicable to Orders with a value in excess of \$100,000.

NUMBER	DATE	TITLE
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.246-8	APR 1984	DEFAULT (Fixed Price Supply and Service)
52.246-16	APR 1984	RESPONSIBILITY OF SUPPLIES
52.249-2	SEPT 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)

PART III. PROVISIONS APPLICABLE TO FIXED-PRICE ARCHITECT/ENGINEER ORDERS

III.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, Buyer's Contracting Representative will make their full text available. In addition to the definitions provided in Clause I.7, the term "Government" as used in any of the following clauses shall mean "Buyer" unless the context clearly and unambiguously requires that the term mean "The United States Government."

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

(a) Applicable to Orders at all dollar levels.

NUMBER	DATE	TITLE
52.232-10	AUG 1987	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS
52.236-18	APR 1984	WORK OVERSIGHT IN COST REIMBURSABLE KCONSTRUCTION CONTRACT
52.236-22	APR 1984	DESIGN WITHIN FUNDING LIMITATIONS
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236-25	APR 1984	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES - FIXED PRICE
52.244-4	AUG 1998	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.248-2	MAR 1990	VALUE ENGINEERING--ARCHITECT-ENGINEER
52.249-7	APR 1984	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)

PART IV. PROVISIONS APPLICABLE TO CONSTRUCTION ORDERS

IV.1 52.222-6 DAVIS BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor applicable to this Order (and will be provided upon request if not attached to the Order) which is hereby incorporated by reference, regardless of any contractual relationship which may be alleged to exist between Seller and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Seller and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (1) Any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Buyer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (i) the work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (ii) the classification is utilized in the area by the construction industry;
 - (iii) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (iv) with respect to helpers, such a classification prevails in the area in which the work is performed.
- (2) If Seller and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Buyer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by Buyer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action and so advise Buyer.
- (3) In the event Seller, the laborers or mechanics to be employed in the classification, or their representatives, and Buyer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Buyer shall refer the questions, including the views of all interested parties and the recommendation of Buyer, to the Administrator of the Wage and Hour Division for Determination. The Administrator, or an authorized representative, will issue a determination and so advise Buyer.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this Order from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the Order for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Seller shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If Seller does not make payments to a trustee or other third person, Seller may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of Seller, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Seller to set aside in a separate account assets for the meeting of obligations under the plan or program.

IV.2 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JULY 2000)

- (a) *Definitions.* As used in this clause - "Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payments bonds to the Buyer's Contracting Representative as follows:
 - (1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
 - (2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
 - (3) *Additional bond protection.* (i) CH2M HILL MOUND may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price. (ii) CH2M HILL MOUND may secure the additional protection by directing the Seller to increase the penal amount of the existing bond or to obtain an additional bond.
- (c) *Furnishing executed bonds.* The Seller shall furnish all executed bonds, including any necessary reinsurance agreements, to the Buyer's Contracting Representative, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Buyer's Contracting Representative, but in any event, before starting work.
- (d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington DC 20227
- (e) *Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

IV.3 "OR EQUAL" REFERENCES

Subcontractor is not prohibited from furnishing an "equal" item merely because in the technical specifications a trade name or make or catalog is used without the words "a equal." These words will be implied unless the technical specification expressly provides "no substitutes," or words equivalent hereto.

IV.4 DISPUTES

- (a) Pending final resolution of any dispute involving this Order, Seller agrees to proceed with performance of the Order, including the delivery of all goods and services under the Order, in accordance with Buyer's written instructions.
- (b) Seller shall submit to Buyer a written demand for Buyer's final decision regarding the disposition of any dispute between the parties relating to this Order unless Buyer, on its own initiative, has already rendered such a final decision. Any final decision by Buyer shall be expressly identified as such, shall be in writing, and shall be signed by Buyer, except that Buyer's failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contention.
- (c) Buyer's final decision of the dispute shall be conclusive and binding upon the parties, unless the Seller initiates arbitration in accordance with the provisions of clause IV.4.
- (d) The parties agree to resolve any controversy or claim arising out of or relating to the contract, or the breach thereof, by arbitration administered by the American Arbitration Association under its Construction Industry Dispute Resolution Procedures in effect on July 1, 2001 (the "AAA Rules"). Either party may initiate arbitration under the AAA Rules within one year following the accrual of a cause of action. Notwithstanding the foregoing, the Seller must initiate arbitration of the Buyer's final decision of a dispute within ninety days following the date of the Buyer's final decision.

IV.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, Buyer's Contracting Representative will make their full text available. In addition to the definitions provided in Clause I.5, the term "Government" as used in any of the following clauses shall mean "Buyer" unless the context clearly and unambiguously requires that the term mean "the United States Government."

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- (a) Applicable to Orders at all dollar levels.

NUMBER	DATE	TITLE
52.225-9	FEB 2000	BUY AMERICAN ACT – BALANCE OF PAYMENT PROGRAM-CONDUCTION MATERIALS
52.228-2	JUN 1996	ADDITIONAL BOND SECURITY
52.232-5	MAY 1997	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.243-4	AUG 1987	CHANGES
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION
52.246-21	MAR 1984	WARRANTY OF CONSTRUCTION
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)

(b) Applicable to Orders with a value in excess of \$2,000.

NUMBER	DATE	TITLE
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION – DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-16	FEB 1988	APPROVAL OF WAGE RATES

(c) Applicable to Orders with a value in excess of \$10,000.

NUMBER	DATE	TITLE
52.222-23	FEB 1999	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY- FOR CONSTRUCTION
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION

(d) Applicable to Orders with a value in excess of \$100,000.

NUMBER	DATE	TITLE
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-18	APR 1984	WORK OVERSIGHT IN COST REIMBURSABLE CONSTRUCTION CONTRACTS
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
52.244-5	APR 1996	COMPETITION IN SUBCONTRACTING

(e) Applicable to Orders with a value in excess of \$1,000,000.

NUMBER	DATE	TITLE
52.236-1	APR 1984	PERFORMANCE OF WORK BY THE CONTRACTOR

PART V. PROVISIONS APPLICABLE TO TIME-AND-MATERIAL/LABOR-HOUR ORDERS AND COST REIMBURSABLE

V.1 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Seller in its performance of this contract shall be the property of the Government and shall be delivered to the Government or Buyer or otherwise disposed of by the Seller either as the Buyers Contracting Representative may from time to time direct during the progress of the work or, in any event, as the Buyers Contracting Representative shall direct upon completion or termination of the contract.
- (b) Seller's-owned records. The following records are considered the property of the Seller and are within the scope of paragraph (a) of this clause.
 - 1. Employment-related records (such as workers' compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/ health-related records and similar files), and non-employee patient medical/ health related records, except for those records described by the contract as being maintained in Privacy Act systems of records.
 - 2. Confidential Seller financial information, and correspondence between the Seller and other segments of the Seller local away for the DOE facility (i.e., the Seller's corporate headquarters);
 - 3. Records relating to any procurement action by the Seller, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
 - 4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - 5. The following categories of records maintained pursuant to the technology transfer clause or this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The Seller's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related Seller invention disclosures, document and correspondence, where the Seller has elected rights or has permission to assert rights and has not relinquished such rights or turned over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the Seller-owned records identified in paragraph (b) of this clause, upon the request of the Government or Buyers Contracting Representative, shall be delivered to DOE or its designees, including successor Sellers. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Seller under this contract in the possession of the Seller, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Buyer or its designees at all reasonable times, and the Seller shall afford the Buyer or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Buyers Contracting Representative, the Seller shall deliver such records to a location specified by the Buyers Contracting Representative for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

- (f) Records retention standards. Special records retention standards, describes at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Buyer or the Seller. In addition, the Seller shall retain individual radiation exposure records generated in the performance of work under this contract until the Buyers Contracting Representative authorizes disposal. The Government or the Buyer may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government or the Buyer exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Seller shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
1. The value of the subcontract is greater than \$2 million (unless specifically waived by the Buyers Contracting Representative);
 2. The Buyers Contracting Representative determines that the subcontract is, or involves, a critical task related to the contract; or
 3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

V.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, Buyer's Contracting Representative will make their full text available. In addition to the definitions provided in Clause I.5, the term "Government" as used in any of the following clauses shall mean "Buyer" unless the context clearly and unambiguously requires that the term mean "the United States Government."

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- (a) Applicable to Orders at all dollar levels.

NUMBER	DATE	TITLE
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED-FEE
52.216-10	MAR 1999	INCENTIVE FEE
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
52.232-7	MAR 2000	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.243-2	AUG 1985	CHANGES - COST REIMBURSABLE
52.243-3	AUG 1987	CHANGES - TIME AND MATERIALS OR LABOR HOURS
52.245-5	JAN 1986	GOVERNMENT PROPERTY COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS
52.246-3	APR 1984	INSPECTION OF SUPPLIES—COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES

52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
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(b) Applicable to Orders with a value in excess of \$500,000.

NUMBER	DATE	TITLE
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COST RATES

[End of Terms and Conditions of Purchase]

ATTACHMENT 1

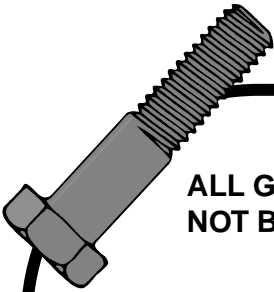
**COMMON CHARACTERISTICS
OF
MISREPRESENTED VENDOR PRODUCTS**

- Non-factory-authorized distributor
- Differences in appearance of items in the same shipment
- Unusual box and packing of component
- Wear marks or scratches on painted surfaces
- Pitting or corrosion of metallic components
- Exterior evidence of attempted repairs
- Missing name plate or new name plate on old component
- Missing part number or irregular stamping on ID tag
- Improper dimensions
- Ground-off casting marks with other markings stamped in the area
- Photocopies of original manufacturer's and UL label
- Missing UL labels on products requiring such

ATTACHMENT 2

SUSPECT COUNTERFEIT BOLTS

BOLTS WITH THE FOLLOWING HEAD MARKINGS MUST NOT BE INSTALLED IN EQUIPMENT OR FACILITIES AT BWXT of OHIO, INC.



HEADMARK LIST

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS:



Grade 5
















Grade 8


GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK	MANUFACTURER	MARK	MANUFACTURER
 J	Jinn Her (TW)	 KS	Kosaka Kogyo (JP)




GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK	MANUFACTURER	MARK	MANUFACTURER
 A	Asahi Mfg. (JP)	 KS	Kosaka Kogyo (JP)
 NF	Nippon Fasteners (JP)	 RT	Takai Ltd. (JP)
 H	Hinomoto Metal (JP)	 FM	Fastener Co. of Japan (JP)
 M	Minamida Sieybo (JP)	 KY	Kyoei Mfg. (JP)
 MS	Minato Kogyo (JP)	 J	Jinn Her (TW)
 Hollow Triangle	Infasco (CA TW JP YU) (Greater than 1/2 inch dia)		
 E	Daiei (JP)	 UNY	Unytite (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK	MANUFACTURER
 KS	Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

MARK	MANUFACTURER
Type 1 	A325 KS Kosaka Kogyo (JP)
Type 2 	
Type 3 	

ATTACHMENT 3

INDICATORS OF REFURBISHED BREAKERS

Typically, refurbished circuit breakers sold as new equipment have one or more of the following characteristics:

- The style of breaker is no longer manufactured.
- The breakers may have come in cheap, generic-type packaging instead of in the manufacturers' original boxes.
- Refurbished circuit breakers are often bulk-packaged in plastic bags, brown paper bags, or cardboard boxes with handwritten labels. *New circuit breakers are packed individually in boxes that are labeled with the manufacturer's name, which is usually in two or more colors, and are often date stamped.*
- The original manufacturer's labels and/or the Underwriters Laboratory (UL) or Factory Mutual (FM) labels may have been counterfeited or removed from the breaker. Refurbishing operations have been known to use copying machines to produce poor quality copies of the original manufacturer's and the certifying body's labels.
- Breakers may be labeled with the refurbisher's name rather than the label of a known manufacturer.
- The manufacturer's seal (often multicolored) across the two halves of the case of the breaker is broken or missing.
- Wire lugs (connectors) show evidence of tampering.
- The surface of the circuit breaker may be nicked or scratched yet have a high gloss. Refurbishers often coat breakers with clear plastic to produce a high gloss that gives the casual observer the impression that the breaker is new. The plastic cases of new circuit breakers often have a dull appearance.
- Some rivets may have been removed, and the case may be held together by wood screws, metal screws, or nuts and bolts.
- Contradictory amperage ratings may appear on different parts of the same refurbished breaker. On a new breaker, the amperage rating is stamped into, raised from or machine-painted on the handle of the circuit breaker. In order to supply a breaker with a hard-to-find rating, refurbishers have been known to file down the surface of the handle to remove the original rating and hand-paint the desired amperage rating.

Source: DOE Quality Alert - Issue No. 92-4, August, 1992

ATTACHMENT 4

SUSPECT/COUNTERFEIT FLANGE MARKINGS

The National Board of Boiler and Pressure Vessel Inspectors has identified potentially suspect slip-on, weld neck and blind flanges manufactured in China. Below is a list of markings which appear on the flanges.

- **DSI 4 300 RF B16 A-105N STD .345 China**
- **B-16.5 072 LEO STD TMI 454 China**
- **LEO 4" 150 RFWN STD B-16 A-105 TB-511 China**
- **4" 150 N B-16 A-105 DZ44 GJ China**
- **4" 300 STD A-105 57 China**
- **A-105 LEO 6 150 RFWN STD B-16**
- **4 300 STD B-16 A 105 N W/N 58 China**
- **QD China 6 150 A105 90-610 B16.5**
- **18 2 150 RFSO B16 A105 109MI 292 China**

ATTACHMENT 5

CHARACTERISTICS OF SUSPECT/COUNTERFEIT VALVES

- **Used Valves represented as new.**
- **Non-factory-authorized distributor.**
- **Missing part number or irregular stamping on ID tag' unusual location and attachment of ID tags.**
- **Missing nameplate or new nameplate on old-looking valve.**
- **Freshly sand-blasted appearance, including eye bolts, grease fittings, stem, etc.**
- **Original Equipment Manufacturer marking altered.**
- **Obvious welded repairs.**
- **Wear marks on any painted surface.**
- **Undersized dimensions, e.g., short end-to-end, flange thickness, etc.**
- **Scratched bolts; evidence of bolt-head scoring on backsides of flanges.**
- **Improper nut/bolt material, e.g., bronze nut on stainless stem.**
- **Casting marketings that have been ground off and stamped over.**
- **Foreign material inside.**
- **Improper valve stem packing.**
- **Unusual box or packing of valve, e.g., newspaper from city other than that of manufacturer.**